



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Enter into a Professional Services Agreement with Avery Associates for the Recruitment of a Deputy City Manager in the Amount of \$10,000.00

MEETING DATE: July 6, 2005

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt a resolution of the City Council authorizing the City Manager to enter into a Professional Services Agreement with Avery Associates for the recruitment of a Deputy City Manager in an amount not to exceed \$10,000.00.

BACKGROUND INFORMATION: The position of Deputy City Manager will become vacant July 29, 2005. This is a key executive management position in the City of Lodi. The Deputy City Manager provides for continuity of Management in the City Manager's office and has direct responsibility for the functions of Human Resources and Information Services. It is the intention of the City Manager to fill the position as soon as possible with the best qualified candidate available. In order to attract the largest possible pool of qualified candidates, it is recommended that the City use the services of an executive search firm.

In March of 2005, staff solicited proposals from six reputable municipal executive search firms for the Community Development Director recruitment, four firms responded. For efficiency sake, staff reviewed the results of the Community Development Director proposals and based upon reputation, qualifications, responsiveness, price, and absence of conflicts of interest, the City Manager has determined that Avery & Associates of Los Gatos, CA is the best choice to conduct the recruitment of the next Deputy City Manager.

Avery will conduct a recruitment on behalf of the City through direct contact with targeted candidates, marketing the position with various agencies, and advertising in *Western City* and *Jobs Available* magazines as well as on-line publications. Avery recently conducted the recruitment for the Assistant City Manager for the City of Camarillo and is currently in the midst of searches for two Deputy City Administrators for the City of Huntington Beach and for an Assistant City Manager for the City of Vacaville. In addition to recruitment, after the City has interviewed and has a "short-list" of candidates, Avery will conduct background and reference checks. City staff will coordinate and conduct the actual interviews.

Avery's fees will not exceed \$10,000. This fee compares favorable to Wilcox Miller & Nelson costs of \$9,200 for conducting the Community Development Director recruitment, and Wilcox's scope of work did not include conducting background checks. Attached is a draft contract agreement and the scope of work provided specifically for this engagement.

With the Council's approval of this agreement, work will begin immediately on the recruitment of the Deputy City Manager.

APPROVED:


Blair King, City Manager

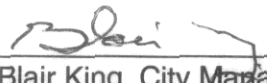
FISCAL IMPACT:

Maximum cost of \$10,000 includes fees and expenses.

FUNDING AVAILABLE:

100402.7323 – Human Resources, Professional Services


James R. Krueger, Finance Director


Blair King, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 6th day of July, 2005 by and between the City of Lodi, hereinafter called the "CITY" and, hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY; and
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement. City shall have the right to amend the services as set forth within the Agreement by written notification to the CONSULTANT. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term of Agreement. Said services shall commence on execution and shall continue until July 6, 2006 as set forth in Exhibit A as described in the preceding section. At any time and for any reason City shall have the right to terminate or cancel the agreement, take possession of the CONSULTANT'S studies, preliminary reports, drawings, and other work products, insofar as they are complete and acceptable to the City, and pay the CONSULTANT such equitable proportion of the total remuneration as the work actually done by the CONSULTANT at the time of such discontinuance bears to the whole of the work required to be done by the CONSULTANT under the terms of this agreement

3. Compensation. CONSULTANT shall perform those services described and the City shall pay CONSULTANT as compensation in full an amount not to exceed \$10,000 which includes expenses. CONSULTANT will invoice \$5,000 at the outset of the project. The final balance of \$5,000 would be invoiced at the time final background and final reference interviews are submitted.
4. Authorization and Termination. This Agreement becomes effective when endorsed by both parties in the space provided.
5. Reliance of Professional Skill of Consultant. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work.. CONSULTANT shall assign Paul Kimura and Ann Slate to personally participate in this project.
6. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
7. Non-Assignment. This Agreement is non-assignable either in whole or in part.
8. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
9. Validity. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
10. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Joaquin County, California. In the event of litigation between the parties hereto to enforce any provisions of the Agreement, the unsuccessful party will pay the reasonable expenses of litigation of the successful party.
11. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within with City of Lodi, or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
12. Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.
13. Indemnity. CONSULTANT shall defend, indemnify and hold the CITY and its officers and employees harmless from any and all claims and liabilities related to or as a result of CONSULTANTS performance of this Agreement.
14. Worker's Compensation Insurance. The CONSULTANT, at its own cost and expense, is to procure and maintain during the continuance of this agreement, a policy of worker's compensation or employer's liability insurance for the protection of his employees engaged in the work required by this agreement.

15. Title to Documents. Title to all plans, specifications, reports, manuscripts, descriptions and other final work products compiled by the CONSULTANT under this agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City.
16. Notice. All notices required by the Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY:	City of Lodi P.O. Box 3006 Lodi, CA 95240-1910 ATTN: City Manager
CONSULTANT:	Avery Associates 31/2 N. Santa Cruz Ave. Suite A Los Gatos, CA 95030

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

CITY OF LODI

CONSULTANT

BLAIR KING, CITY MANAGER

Dated:_____

Dated:_____

ATTEST:

SUSAN BLACKSTON, CITY CLERK

APPROVED AS TO FORM:

D. STEPHEN SCHWAUBAUER, CITY ATTORNEY

EXHIBIT A



June 24, 2005

Blair King, City Manager
City of Lodi
221 West Pine Street
Lodi, CA 95240

JUN 29 2005
CITY MANAGER'S OFFICE

Dear Blair:

Thank you for considering our firm to assist the City of Lodi in the recruitment of a new Deputy City Manager. We understand your desire to have a partial search focused on the "front end" and outreach portions of the recruitment. This letter will serve as a proposal and scope of services for this assignment.

I would like to share that we have just recently completed recruitment for the Assistant City Manager for the City of Camarillo, and are currently in the midst of searches for two Deputy City Administrators for the City of Huntington Beach and for an Assistant City Manager for the City of Vacaville. The contacts we've established during these recruitments will be very beneficial to your assignment.

Recruitment Team

I would serve as the project lead for this search. The recruitment team will consist of; Ann Slate, former Director of Human Resources for the City of San Luis Obispo, and the administrative staff of Avery Associates. As project lead, my role would include initial client meetings to identify priorities of the position and the ideal candidate profile, development of the outreach strategy, and presentation of the applicant pool. Both Ann and I would identify and contact potential candidates for the position.

Recruitment Plan and Scope of Services

I. Position Profile and Organizational Assessment

The initial assessment phase is a critical component of the search process. I will meet with you and other members of the city executive staff you feel are appropriate in establishing the ideal candidate profile for this position. Our goal for this aspect of the recruitment process is to:

- Understand the city and departmental priorities for this position.
- Develop a clear understanding and consensus on the expertise, experience, education, performance attributes, interpersonal skills and operational style of the ideal candidate.
- Discuss the goals, objectives, deliverables, and challenges related to this position.
- Gain insight of the various organizational dynamics and departmental issues that exist within the organization.
- Identify the compelling aspects to this opportunity.

These discussions will result in a formal position announcement which details the ideal candidate profile and priorities of the position. Additionally, we would use the position announcement for marketing, advertising and exposure for the position.

II. Development of the Search Strategy

The search strategy is developed in conjunction with the organizational assessment. We anticipate the following activities to be a part of our overall outreach effort.

- Development and direct contact of a targeted candidate list based on our extensive data base of city management personnel; from recommendations of key contacts in the public sector; through referrals and contacts in local government.
- Marketing and listing the position with various agencies, counties and cities within the state, region and county.
- Advertising in WESTERN CITY magazine, JOBS AVAILABLE magazine and posting on websites that are related to the ideal candidate profile.
- Development and distribution of the comprehensive position announcement to various city, county, and state departments, as well as agencies throughout the state and country.

III. Candidate Presentation

All applicants who submit a resume will be “tiered” into several groupings. We will identify the top group of candidates based on their resumes and any experience we’ve had with them. We will also identify a secondary group of candidates who meet some of the criteria for this position. Finally, we will separate a third group of candidates who don’t appear to meet the requirements for this position.



We will also provide verbal observations and recommendations on the candidates we know and those with whom we've had extensive interaction during the course of our outreach efforts.

IV. Reference and Background Evaluations

When the city is able to narrow its candidate pool to a "short list" of candidates, we will conduct background and reference interviews for up to three final candidates. The background check will include verification of the candidate's degree(s), a records check of their DMV, a court check of both criminal and civil filings, and if desired, a check of credit history. Due to the sensitivity and the potential exposure of this information, our recommendation is to inform you that a candidate does not have any irregularities in their background check. We will be glad to maintain the actual records in our office should they be required at a later date. In addition, we will conduct and present to the City, a maximum of four reference interviews for each of the three candidates.

Consulting Fee

Based on the services described in our proposal, the total professional services consulting fee and recruitment expenses for this assignment will be a sum total of \$10,000. If awarded the assignment, we would provide our first consulting invoice in the amount of \$5,000 at the outset of the project. The final balance of \$5,000 would be invoiced at the time we complete and report the final background checks and submit the final reference interviews to you.

The consulting fee will be inclusive of all services defined within this proposal unless otherwise stated.

Blair, thanks again for considering our firm to assist you in this assignment. It's our hope that our record of excellent service and results, along with our aggressive pricing structure will provide us the opportunity to work with the City of Lodi in this important recruitment. Please feel free to call me at 408 399-4424 if I can answer any questions regarding this proposal or our services.

Sincerely,
Avery Associates



Paul Kimura, Principal



RESOLUTION NO. 2005-136

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH AVERY ASSOCIATES FOR
THE RECRUITMENT OF A DEPUTY CITY MANAGER

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize and direct the City Manager to execute a Professional Services Agreement with Avery Associates for the recruitment of a Deputy City Manager, in an amount not to exceed \$10,000.

Dated: July 6, 2005

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I hereby certify that Resolution No. 2005-136 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, and
Mayor Beckman

NOES: COUNCIL MEMBERS – Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk